

# EXHIBIT “A”

**PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned, **TOBIN PARKER** individually and on behalf of **TOBIN M. PARKER INTERESTS, PAINT ROCK CATTLE MANAGEMENT, LLC, PAINT ROCK CATTLE COMPANY, LP, and PLATEAU PRODUCTION COMPANY**, whose business mailing addresses are 622 Water Street, Suite 100, Kerrville, Texas 78028 and 736 Water Street, Suite 100, Kerrville, Texas 78028, (hereinafter referred to as "Debtors"), promise to pay ON DEMAND to the order of **EASTERN LIVESTOCK CO., INC.**, of 135 W. Market Street, New Albany, IN 47150 (hereinafter referred to as "Holder") the principal sum of \$103,562.23 in lawful money of the United States. The principal balance of this Note outstanding shall bear interest (computed on a daily basis) from date of execution until paid at prime plus 1.0% per annum.

Debtors agrees to remain and continue bound for the payments of the principal of this Note notwithstanding any extension or extensions of the time of the payment of said principal, or any change or changes in the amount or amounts to be paid under and by virtue of the obligation to provided for in this Note, or any change or changes by way of release or surrender of any collateral, real or personal, held as security for the payment of this Note, and waives all and every kind of notice or such extension or extensions, change or changes;

Debtors waives presentment, notice of dishonor, protest, notice of protest and diligence in collection, and all exemptions, whether homestead or otherwise, which it may now or hereafter be entitled under the laws of the Commonwealth of Kentucky or any other states;

Debtors agrees, upon default, to pay all costs of collecting, securing or attempting to collect or secure this Note, including reasonable attorney's fees, whether same be collected or secured by suit or otherwise, providing the collection of such costs and fees are permitted by applicable laws.

Debtors further authorizes Holder to apply toward any debt owed under this Note or any prepayment of the same which Holder may elect at its sold discretion, any and all sums representing commissions or wages or advances due and owing Debtors, either currently on the books of Holder, or hereafter earned by Debtors.

This Note is to be construed and enforced according to the laws of the Commonwealth of Kentucky. Any action, claim, lawsuit or dispute shall be brought in a court of proper jurisdiction in Jefferson County, Kentucky.

**TOBIN PARKER** individually and on  
behalf **TOBIN M. PARKER INTERESTS,**  
**PAINT ROCK CATTLE**  
**MANAGEMENT, LLC, PAINT ROCK**  
**CATTLE COMPANY, LP, and**  
**PLATEAU PRODUCTION COMPANY.**  
**Debtors**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing document was produced to me and acknowledged and delivered before me by **TOBIN PARKER**, individually and on behalf of **TOBIN M. PARKER INTERESTS, PAINT ROCK CATTLE MANAGEMENT, LLC, PAINT ROCK CATTLE COMPANY, LP, and PLATEAU PRODUCTION COMPANY**, on the \_\_\_\_ day of \_\_\_\_\_, 2009, to be his free act and deed.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC